

RESOLUTION NO. 23-83

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Charles Taylor ON THE 20th
DAY OF June, 1983.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT BETWEEN THE STATE OF OHIO, DEPARTMENT OF EDUCATION; THE UNITED STATES GENERAL SERVICES ADMINISTRATION; AND THE CITY OF CENTERVILLE, OHIO, IN ORDER TO ACQUIRE FEDERAL SURPLUS PROPERTY FROM THE OHIO STATE AGENCY FOR SURPLUS PROPERTY.

WHEREAS, the City of Centerville is desirous of executing a Contract between the State of Ohio, Department of Education; The United States General Services Administration and the City of Centerville in order to acquire federal surplus property from the Ohio State Agency for Surplus Property.

NOW THEREFORE,

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

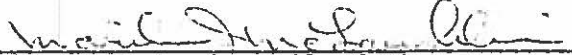
SECTION 1. That the City Manager is hereby authorized and directed to enter into a Contract between the State of Ohio, Department of Education; The United States General Services Administration and the City of Centerville, a copy of which is attached hereto as Exhibit "A" and incorporated herein, which Contract provides for the purchase of federal surplus property from the Ohio State Agency for Surplus Property.

SECTION 2. That City Manager Darryl K. Kenning, Service Director Richard A. Bishop and Director of Finance William L. Bettcher be authorized to serve as Centerville's Representatives for said purchases.

PASSED this 20th day of June, 1983.

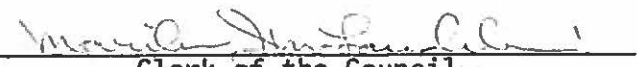

Mayor of the City of Centerville, Ohio

ATTEST:


Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 23-83, passed by the Council of the City of Centerville, Ohio, on the 20th day of June, 1983.


Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter and constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

CONTRACT BETWEEN THE STATE OF OHIO, DEPARTMENT OF EDUCATION;
THE UNITED STATES GENERAL SERVICES ADMINISTRATION; AND, THE TRANSFEREE

EXHIBIT "A"

CERTIFICATIONS AND AGREEMENTS (INCLUDING TERMS,
CONDITIONS, RESERVATIONS AND RESTRICTIONS).

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State Agency.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State Agency, and at the donee's expense, return such property to the State Agency, or otherwise make the property available for transfer or other disposal by the State Agency, provided the property is still usable as determined by the State Agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required by (b) (1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$3,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 24 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the State Agency designates a further period of restriction.

(3) In the event the property is not so used as required by (c) (1) and (2) and Federal restrictions (b) (1) and (2) have expired then title and right to the possession of such property shall at the option of the State Agency revert to the State of Ohio and the donee shall release such property to such person as the State Agency shall

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

(1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b) and (c) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) or the State Agency under (c). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State Agency, shall be remitted promptly by the donee to GSA or the State Agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, without the prior approval of GSA or the State Agency, the donee, at the option of GSA or the State Agency shall pay to GSA or the State Agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State Agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State Agency, and shall, as directed by the State Agency, return the property to the State Agency, release the property to another donee or another State Agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State Agency.

(4) The donee shall make reports to the State Agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State Agency.

(5) At the option of the State Agency, the donee may abrogate the conditions set forth in (c) and the terms, reservations and restrictions pertinent thereto in (d) by payment of an amount as determined by the State Agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is," "where is" basis, without warranty of any kind.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the State Agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(f) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$3,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED.

The donation shall be subject to the terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

RESOLUTION

"BE IT RESOLVED by the Governing Board, OR by the Chief Administrative Officer of those organizations which do not have a governing board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire federal surplus property from the Ohio State Agency for Surplus Property under the Terms and Conditions listed on the reverse side of this form."

NAME
(Print or type.)

TITLE

SIGNATURE

NAME (Print or type.)	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED this _____ day of _____, 19____, by the Governing Board of _____

by the following vote: Ayes: _____; Noes: _____; Absent: _____

I, _____, Clerk of the Governing Board of _____

do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a _____ meeting thereof held at its regular place of meeting at the date and by the vote above stated, which resolution is on file in the office of the Board.

Name of organization

Mailing address

City County ZIP code

[Signed] _____

OR

AUTHORIZED this _____ day of _____, 19____, by:

Name of chief administrative officer Title

Name of organization

Mailing address

City County ZIP code

[Signed] _____